YEW LEAN FINANCE DEVELOPMENT (M) SDN. BHD.

v.

TAN GIN THONG

HIGH COURT MALAYA, PENANG
EDGAR JOSEPH JR J
[CIVIL SUIT NO. 297 OF 1978]
(CONSOLIDATED SUITS NO. 295/297/298/299/300-308 OF 1978)
19 DECEMBER 1984

LANDLORD AND TENANT: *Whether premises outside Control of Rent Act.*

CIVIL PROCEDURE: *Effect of written hearsay evidence - None of the proponents were called as witnesses - Whether written hearsay evidence in age bundle admissible - Whether could be controverted.*

In the abovementioned consolidated suits, the plaintiff was the owner of 15 stalls in Perak Road, Penang. It issued a notice to quit to the defendants and claimed vacant possession of the premises.

The question before the Court was whether on a balance of probabilities the stalls were completed after 31 January 1948, thus taking them out of the ambit of the Control of Rent Act 1966.

The onus to prove the above was on the plaintiff and the evidence adduced in support of the claim consisted of written statements in the form of minutes, letters, memoranda, notes and other records of officers of the Municipality, Penang, and letters from its immediate predecessor in title, his architect and solicitors (hereinafter referred to as the "contemporary documents") none of whom were called as witnesses. The contemporary documents were included in the agreed bundle.

The Court had to assess the weight or value of the contemporary documents on the one hand and the testimony of the various defendants on the other hand and come to a finding whether the premises was completed before or after 31 January 1948.

Held:

[1] The contents of the agreed bundle were admissible in evidence either party being at liberty to controvert them by other evidence.

[2] The plaintiff satisfied the Court that the contemporary documents established a case to answer in Law and the defence failed to repel or neutralise it.

[3] The contemporary documents relied on by the plaintiff established that:

(i) the stalls which stood at the site of the premises existed in 1942 but were demolished some time between 1942 and 1946.

(ii) the framework for the premises was erected after 28 June 1948.

(iii) the temporary occupation certificate in respect of the premises was issued on 18 December 1948.

[4] Consequently the premises was found to be completed after 31 January 1948 thus taking it outside of the ambit of the Control of Rent Act.

[Order for vacant possession granted.]

Cases referred to:
Krishna Sreedhara Panicka v. Chiam Soh Yong Realty Company Ltd. [1976] 1 MLJ 224
Henry Trading Co. Ltd. v. Harun [1966] 2 MLJ 281
Yap Choo Hoo v. Tahir bin Yasin [1970] 2 MLJ 138
Goh Ya Tian v. Tan Song Gou & Ors. [1981] 2 MLJ 317
Chong Khee Sang v. Pang Ah Chee [1984] 1 MLJ 377
Kelleher v. T. Wall & Sons Ltd. [1958] 2 QB 346
Constantinou v. Frederick Hotels Ltd. [1966] 1 WLR 75
Jones v. Griffith [1969] 2 All ER 105
Mullard v. Ben Line Steamers Ltd. [1971] 2 All ER 424
Chan Kai Kah & Anor. v. Tan Keng Koh [1983] CLJ (Rep) 989

Legislation referred to:
Business Licensing Ordinance 1953, O. 38 rr. 21-31
Civil Evidence Act 1968, (U.K) ss. 2-5
Evidence Act 1950, ss. 32, 45
Rules of the High Court 1980, O. 38, r. 3

Other source referred to:
Court forms, Atkin's, 2nd Edn., Vol. 18, pp. 348, 349, 428 & 429

For the plaintiff - Mahinder Singh Dulku
For the defendants - Lee Kok Liang & Tan Beng Hong; M/s Lee Kok Liang & Co. & M/sTan Beng Hong & Co.

JUDGMENT

Edgar Joseph Jr J:

Shorn of its trimmings this is, in my view, a very simple case which admits of only one answer to the question raised, namely, has it been proved, on the balance of probabilities, that the fifteen stalls, the property of the plaintiff, numbered 332-L to 322-Z, Perak Road ("the premises") and the subject matter of these consolidated suits were completed after 31 January 1948, thus taking them outside the ambit of the **Control of Rent Act, 1966** ("the Act")?

Upon the above question, the onus as to which rested on the Plaintiff (see *Krishna Sreedhara Panicka v. Chiam Soh Yong Realty Company Ltd.* [1976] 1 MLJ 224), the only evidence adduced in support of the claim for vacant possession of the premises consisted of contemporary written statements, in the form of minutes, letters, memoranda, notes and other records of officers of Municipality, Penang, and letters from one Tan Hun Geok, its immediate predecessor in title, his architect and solicitors ("the contemporary documents"), none of whom were called as witnesses. Moreover, except for the architect who had died, their non-production was not accounted for. The contemporary documents were however included in an Agreed Bundle of Documents marked "AB".

Since the statements contained in the contemporary documents were by non-witnesses and no foundation had been laid for invoking the aid of s. 32 of the **Evidence Act,** they would appear, at first sight, to be hearsay and thus inadmissible.

However, it is necessary to examine this question of evident more closely, as the contemporary documents were included in an Agreed Bundle of Documents.

The question: what is the effect of the inclusion of documents in an Agreed Bundle, in civil proceedings? Has vexed lawyers in this country for a long time and has even been the subject of difference of judicial opinion in a number of cases reported in the Malaysian Law Journal:

see, for example, *Henry Trading Co. Ltd. v. Harun* (per Wan Suleiman J) [1966] 2 MLJ 281; *Yap Choo Hoo v. Tahir bin Yasin* (per Sharma J) [1970] 2 MLJ 138; *Goh Ya Tian v. Tan Song Gou & Ors.* Lai Kew Chai J) [1981] 2 MLJ 317; *Chong Khee Sang v. Pang Ah Chee* (per Shankar J) [1984] 1 MLJ 377.

The question arising in this case, however, is a somewhat narrower one than those which arose in the cases just cited and it is this: In civil litigation, can written hearsay evidence be brought before the Court by agreement between the parties? In this context by "written hearsay" I have in mind documents such as police reports, medical reports and other expert reports by non-witnesses which in practice are regularly admitted by agreement between the parties.

Before embarking upon a consideration of this question, I think, it would not be out of place, if I paused to make two general observations as to the admissibility of written hearsay evidence.

First, it is vitally important to recognize that written hearsay, being an out-of-court statement of fact by non-witnesses, what is sought to be admitted is the statement. Any document containing the statement being the means by which it is to be put in evidence before hearsay can be admitted. Therefore, it is necessary, not only that the statement be **proved** but that the conditions precedent to its **admissibility** should have been fulfilled. It is only then that a document containing hearsay becomes admissible.

Secondly, we do not have the equivalent of the UK O. 38 rr. 21-31 inclusive which provide the procedures to be adopted where it is intended to adduce "hearsay evidence" by any one of the several methods authorised under ss. 2-5 of the **Civil Evidence Act,1968**. However, we do have O. 38 r. 3 of the **Rules of the High Court, 1980,** which empowers the Court to make an order providing for the proof of particular facts in such manner as the Court may specify and, it may in particular, order that evidence of a particular fact be given by production of a document without producing the original or calling the maker of the statement or by statement on oath of information or belief (see precedent 82 of **Atkin's Court Forms** Edn. 2 Vol. 18, pp. 428/429).

The weight which the Court will give to any such statement will however depend upon the circumstances under which and the time at which it was made but if made by interested witnesses *post item motam* it will most probably be excluded: see *Kelleher v. T. Wall & Sons Ltd.* [1958] 2 QB 346; *Constantinou v. Frederick Hotels Ltd.* [1966] 1 WLR 75.

It has moreover been said that although this power is not used to override the general law of evidence it is regularly exercised to overcome technical difficulties and simplify proof of matters not seriously in dispute.

Turning to the specific question raised, the legal effect of agreeing hearsay evidence depends wholly on what was actually agreed; no particular form of words being necessary for this purpose. What is necessary is that the parties' minds upon the matter should be clearly revealed.

According to **Atkin's Court Forms,** Edn. 2 Vol. 18, pp. 348, 349 there are three categories of such agreement, and they may be stated thus:

(1) the parties may agree that a statement in a document should be the only "agreed evidence" upon a point, neither party being at liberty to controvert it by other evidence.

(2) the parties may also agree that a statement in a document should be admissible in evidence, either party being at liberty to controvert it by other evidence. A situation where such a course would be ideal is where medical reports are in conflict; in which case it would be desirable that the doctors be able to give evidence by way of oral supplementation; *Jones v. Griffith* [1969] 2 All ER 1015; *Mullard v. Ben Line Steamers Ltd.* [1971] 2 All ER 424.

(3) the parties may agree a document as a document. This obviates the necessity of proving the **making** and **authenticity** of the document, but it does not render it **admissible.**

In the instant case, the parties had put in the Agreed Bundle of Documents, as agreed but subject to cross-examination as to its contents. By way of amplification, Mr. Lee Kok Liang, who spoke on behalf of all the Defendants, said:

> I do not doubt the authenticity of such documents as have been produced by the City Council but I say they are incomplete and therefore could be misleading.

As I considered that there was some ambiguity as to what actually agreed, in particular, as regards the question of admissibility, I asked Mr. Lee during the argument whether or not he was agreeing to the admissibility of the contents of the Agreed Bundle. He then replied:

> I am not saying minutes and records of Municipality are not admissible - indeed I dispense with necessity for proving minutes. But I challenge their truth and the interpretation put upon them by Mahinder Singh.

I was therefore satisfied that the agreement reached by the parties came within the second category abovementioned, that is to say, that the contents of the Agreed Bundle should be admissible in evidence, either party being at liberty to controvert them by other evidence and I said so in Open Court. It was also on this basis that the case was argued.

Accordingly, I now have to asses, on the one hand, the weight or value of the contemporary documents and, on the other hand, the testimony of the various defendants, the effect of which was that the premises were completed before 31 January 1948.

At the close of the case for the plaintiff, I was satisfied that the contemporary documents established a case to answer in law. My reasons for this finding may be stated thus:

(i) The plan, being Ex. P1, shows that a continuous row of stalls in Perak Road which once stood at the site of the premises and which existed in 1942 was in fact demolished some time between that year and 1946;

(ii) A report of the Building Surveyor is sufficiently important to merit reproduction in full. It reads:

> PERAK ROAD STALLS
>
> A plan was approved under TBA for the erection of stalls in Perak Road on 20 August 1947. Plan No. 6116. The owner is at liberty to proceed with the work in accordance with this plan.
>
> In view of what has happened since the approval of the plan i.e. the proposal to erect a market and the layout for this portion of the area I interviewed owner and his architect and pointed out that it would be unlikely that the Commissioners would continue to give approval for these stalls to remain for any lengthy period. I suggested that he might build on the new road behind Perak Road but found the proposer adamant.
>
> At a later interview this new arrangement was produced giving an arrangement of stalls which does not interfere with our layout. The proposer is proceeding with this **at his own risk,** no permission having been given.

I think it should be clearly stated that in the event of approval of this new arrangement that the TBA will be cancelled when the market is erected.

Please see letter from (Intld.) xxxx B.S.
Unauthorised stall holders attached.
(Intld.)XXXX
21 June 1948.

(iii) My interpretation of this report may be stated thus: the Building Surveyor was merely saying that although the owner was at liberty to proceed with the erection of stalls in accordance with Plan 6116 which had been approved on 20 August 1947, he had advised the owner and architect against it, as he felt the approval would probably be withdrawn since the arrangement of stalls envisaged in this plan would interfere with the layout for a proposed market. He accordingly suggested an alternative site behind Perak Road but the owner was opposed to this.

At a subsequent interview, the owner put forward an alternative proposal containing arrangements for stalls which did not interfere with the layout for the market, indicating he would proceed with it while awaiting approval.

(iv) Although the report by the Building Surveyor bears no date there is a suggestion that it was made on or just before 21 June 1948, judging from the hand-written endorsement made by way of postscript on the report by the Building Surveyor dated 21 June 1948, which reads, "Please see letter from unauthorised stall holders attached".

(v) I am fortified in my comments at paragraphs (iii) & (iv) *supra* by a consideration of the following:

(a) A letter dated 17 June 1948 from the previous owner addressed to the Building Surveyor (with underlining supplied) reads:

Tan Hun Geok,
9 Dunn Road,
Penang,
17 June 1948.

The Building Surveyor,
The Municipality,
Penang.

Dear Sir,

Proposed Stalls at Perak Road Plan No: 6116

I beg to apply for permission **to continue the above work** with deviations as shown on the amended block plan already submitted for consideration by the Commissioners at their next meeting.

As I want to save expenses in connection with the work, I propose to lay the concrete foundations tomorrow morning at my own risk.

Yours faithfully.
(Sgd.) XXXXX (in Chinese)

The words "Proposed Stalls" and "to continue the above work" in the heading and first paragraph of this letter I would regard as suggesting that the stalls were still under construction even as late as 17 June 1948.

(b) An endorsement made on this letter by a functionary of the Municipality addressed to the Building Surveyor (with underlining supplied) reads:

B.S.

Please see above.

Mr. Tan Hun Geok had already laid cement **concrete foundations on 18 June 1948** at his own risk. Your instructions please.

(Intld.) XXXX

lends further support to the suggestion that even as late as 18 June 1948, the stalls were still under construction.

(c) Another letter dated 8 July 1948, from the Building Surveyor, written in reply to Messrs. Wreford & Thornton, Solicitors for the then owner, further reinforces the suggestion that even as late as 28 June 1948, no framework for the stalls had been erected. This letter (with underlining supplied) reads:

Municipal Engineer's Department
PENANG, 8 July 1948.

Messrs. Wreford & Thornton,
Penang.

Dear Sirs,

Stalls, Perak Road.

With reference to your request on behalf of Mr. Tan Wan Geok to permit the deviation from Plan No.6265. I regret that I cannot give such approval. The deviation was pointed out **on the 28th ultimo when no frame work was then erected.** Work has continued inspite of this and I cannot therefore make any recommendation to the Commissioners.

I enclose a copy of your client's letter dated 17 June 1948 in which he states that he continues work at his own risk.

I suggest that the easiest way out of your difficulty would be to remove an end stall nearest to the proposed road.

The plans and note book which you left with me are also returned herewith.

Yours faithfully,
(Sgd.) XXXXX
Building Surveyor.

(d) Subsequently, as a result of the previous owner's architect, Mr. Khoo, applying by letter dated 7 August 1948 to the Building Surveyor for permission to pave the front yard from the Municipal drain to the stalls with 5" thick cement concrete, a member of the staff Municipality (unidentified) minuted to the Building Surveyor on 11 August 1948 (underlining supplied) as follows:

B.S.

Re Perak Road Stalls vide plan Nos. 6116 & 6265.

(a) On behalf of the owner of the above stalls which are **at present in course of erection,** the architect desires permission to pave the 30ft. deep frontage from the Municipal drains to the stalls with 3" thick cement concrete as shown in above sketch.

(b) Any objection pl.? (Sgd.) XXXX

The words "at present in course of erection" strengthens the suggestion that as late as 11 August 1948 the stalls had still not been completed.

I must now consider the case for the defence to see if it has repelled or at least neutralised the case to answer in law established by the plaintiff.

The defence were not content with making the plaintiff prove its case and set out to prove that the premises were completed prior to 31 January 1948. A perusal of the evidence it adduced in support of this assertion discloses that ten witnesses were called.

The first witness was Hoo Yoo Seng. He was 71 years old and not a party to the action but claimed to be a friend of the plaintiff's immediate predecessor in title, Tan Hua Geok. He asserted, contrary to the contemporary documents, that the stalls which were completed at the end of 1947 are the same now as they were then. He had, of course, no particular reason, or at least no credible reason, for remembering this. I am afraid I can attach no weight to his testimony especially since it cannot be reconciled with the contemporary documents.

The second witness was Heng Bak Kian. He is 72 years old, a tenant of stall 332-N and a defendant. He claimed that the rental paid by the Defendants in 1947 was RM30 p.m. He said that he carried on business under the style of Chop Kian Kee and that his business was registered under the Registration of Business Licensing Ordinance, 1953 (see D30). He claimed that he remembered moving into stall 332-N in 1947 because he had a kidney operation in that year (see medical report, D31).

He also stated that the practice then was for work to be carried out first and for Municipal approval to be sought subsequently. He added "The documents do not reflect true position. Stalls were built first and approval from Municipality sought later."

At first glance and viewed in isolation, his evidence does have a ring of truth but it is flatly contradicted by the contemporary documents which I have already analysed. His reference to the kidney operation I would regard as a convenient device to impress upon this Court that he had a reason for remembering his date of entry. His testimony will only hold water if I believe him when he says that he moved into his stall in the year he had his kidney operation but this I am not prepared to do in view of the contemporary documents.

The third witness was Khaw Seng Kong, aged 65 years, an occupier of stall 332-L and a defendant. He maintained dogmatically that construction of the premises was completed before 31 January 1948. The importance of this date could only have occurred to him after the suit was filed and after he had taken legal advice. This would be in the year 1978, the writ having been issued on 12 June 1978. I find it hard to believe that having regard to his station in life he would have been able to recall such an event especially after a lapse of so many years. In any event, it is impossible to reconcile his evidence with the contemporary documents.

The fourth witness, Khaw Geok Seng, claimed that he had previously stayed at stall 332-L and that his father became its tenant in 1947. He said that he could remember the year because he got married in 1948 and the next year he had a child. Cross-examined he had to agree that over a period of thirty years one cannot remember so well. Again, his evidence I would regard as contrary to the contemporary document. His reference to his year of marriage as a means of recall would be useful to the defence case only if I believe him when he says that his father became a tenant a year before that, but I do not.

The fifth witness was Long Chin Joo, aged 75 years, a tenant of stall 332-X and a defendant. He claimed that he moved into his stall in 1947 and that it was built in 1946. He admitted he was not sure of the year 1947 but was sure that construction of the stall began in 1946 and also that construction had taken a few months to complete. He added that he remembered

the stalls were completed in 1946 because the British re-occupation began in 1945 and it was in the next year that Tan Hun Geok built the stalls. He also admitted he could not remember when he decided to move into stall 332-X but he thought that it was 1947. When it was put to him that he rented the stall in 1948 he said "I can't remember." I am afraid I cannot give any credence to his evidence especially once it is tested by the contemporary documents.

The sixth witness, aged 70 years, a tenant of stall 332-R and a defendant, claimed that he approached Tan Hun Geok, the previous owner, in early 1947 to rent the stall. Asked by his counsel, when stall 332-R was completed, he replied "In October 1947". And when asked "How do you remember it was October 1947?" he said, "I should remember because I moved into a new place."

Later, while still being examined in chief, he added that the stalls in Perak Road were constructed by the Landlord in 1946.

Questioned by the Court as to whether he had any particular reason for remembering this, he said he had none. Re-examined by his Counsel "Why is it you remember you moved into 332-R in October 1947?" he replied "I remember it was October 1947. I can't give any particular reason for remembering this.

Quite apart from the contemporary documents, it is obvious from the replies given by this defendant that no credence could be given to his testimony regarding the dated of completion of the premises.

The seventh witness, Cheah Hun Tiong, aged 60 years, a tenant of 332-U and a defendant, claimed that he moved into the stall in 1954 having taken over the tenancy from one Cheah Soo Bien. He candidly admitted that he did not know when the stalls in Perak Road owned by Tan Hun Geok were built. His evidence thus added nothing to the defence case.

The eighth witness, Chuah Soo Bien, aged 62 years, confirmed that, in 1954 he transferred the tenancy of stall 332-U to DW 7. He claimed that he had been staying in stall 332-U since 1947. He remembered this because soon after he moved in he was blessed with a son who was born on 9 February 1948 and produced a notice for vaccination of his son dated 12 February 1948 (see Exh. D33). His son was born at 332-A, Perak Road; not, be it noted, one of the stalls comprised in the premises. When asked why the child was not born at 332-U, he replied this was because there was no piped water available. Questioned by his counsel, he said he remembered the month in 1947 when he commenced residing at 332-U because it was the month of the 9th moon during the festival of the 9 Emperor Gods and that it was in 1947. In answer to the Court "How do you remember you moved into stall 332-U in 1947?" he replied "Because after moving in there for a few months my wife gave birth to a son on 9 February 1948."

Cross-examined, he said that he had nine children. When asked to give the date of birth of his second son, he said "I cannot as I have more than ten children." Questioned by the Court, "How do you remember you moved into stall 332-U in 1947?" he answered "Because after moving in there for a few months my wife gave birth to a son on 9 February 1948."

The usefulness of this witness' evidence depends upon my believing him when he says that he moved into the stall concerned a few months after the birth of his son but I am afraid I am not prepared to do so in view of the contemporary documents.

The ninth witness, aged 71 years, a tenant of stall 332-T and a defendant, said that he moved into it at the beginning of 1949. He claimed that he saw this stall under.

The tenth and final witness was Cheow Pin Koon @ Cheah Peng Khoon, 73 years, a tenant of 332-O and a defendant. He claimed that he became a tenant of this stall in 1947. He remembered this because in that year his wife gave birth to a daughter. He produced her birth certificate which gave the date of birth as 10 August 1947 (D35). He said that he remembered the year of completion of the stall because he was keen to have his own shop.

He gave another reason for remembering that it was in 1947 that he moved into his stall; he explained that it was in that year that Government lifted controls on the sale of rice.

This defendant's evidence would only assist the defence if I believe him when he says that he became a tenant in the year when his daughter was born and when Government controls on the sale of rice were lifted. Having regard to the contemporary documents which are wholly inconsistent with this testimony, I unhesitatingly disbelieve him.

I have set out the evidence adduced by the defence to show that I have given the fullest consideration to everything that was said by Counsel on their behalf but, having done so, I am wholly satisfied that the defence is unsustainable.

I must now revert to the contemporary documents and make two further points:

First, certain functionaries from the Municipality, such as the Assistant Architect (PW1), a Valuation Assistant (PW2) and a Clerk (PW5) were called by the Plaintiff to give evidence. At certain stages in their examination-in-chief, they gave evidence regarding the effect of the contemporary documents although they were neither the authors nor had personal knowledge of their contents. In my opinion, except for the interpretation of technical terms, which may have fallen within the ambit of their duties to know (see s. 45 of the Evidence Act), it would be wrong for me to accept or to be in any way influenced by their evidence as to the effect of the contemporary documents which consisted of minutes, etc., which contained written words and, like any other written words, their meaning is a matter of construction for the Court. They are not brought down from Pisgah by any bureaucratic Moses. I have accordingly applied this approach in construing these minutes, etc.

Second, it is right to say, at the risk of being trite, that such evidence originating from persons with full knowledge of the facts, *ante item motam*, are often a more reliable method of proof than their *viva voce* testimony years later. Especially is this so where, as here, such evidence include statements by public functionaries (even though non-witnesses) in the course of duty and with no axe to grind. Certainly, such contemporary written statements must be far more reliable and credible than the *viva voce* testimony of the defendants in this case whose evidence, if rejected, would render them liable to an order for ejectment. They would naturally have a strong motive for lying.

Except for DW7 (who could not recall when the stalls were built), I would therefore reject as false and untrue the evidence of the defendants and their witnesses that the premises were completed before the 31 January 1948. Not to so hold would be to fly in the face of the documentary evidence which I regard as wholly reliable and credible and free from material omissions. I am satisfied that their evidence on this point was, like the evidence of the defendants in the case of *Chan Kai Kah & Anor. v. Tan Keng Koh* [1983] CLJ (Rep) 989, conjured up solely for the purpose of showing that the premises were already in existence before 31 January 1948. The impression I formed while observing them in the witness box was that their testimony amounted to a well orchestrated litany of lies.

I also agree that their testimony suffers from the various infirmities outlined by Counsel for the plaintiff in his written submission and I would accordingly adopt the same as my further reasons for rejecting their testimony on this critical question,

In these circumstances and after having given the fullest consideration to the submissions of counsel on both sides, I find as a fact that the contemporary documents relied on by the plaintiff do establish that:

(i) the continuous row of stalls which once stood at the site of the premises existed in 1942 but was demolished some time between 1942 and 1946 (see P1);

(ii) the framework for the premises was erected after 28 June 1948 (see P10-P17B);

(iii) the temporary occupation certificate in respect of the premises was issued on 18 December 1948 (see P11C).

Consequently, I am satisfied that the premises were completed after 31 January 1948, thus taking them outside the ambit of the Act.

It follows, therefore, that it is unnecessary to decide the question whether the word "Completed" in the definition of "premises" in s. 2 of the Act means that the building must have been built or constructed in accordance with approved plans and specifications and also that a certificate of completion must have been obtained from the Relevant Authorities before the critical date but, had it been necessary to do so, I would have been inclined to answer this question in the negative. There is, after all, no such requirement in the Act. In my opinion, it would be sufficient for a tenant to merely show that his premises were built or in existence prior to the critical date, even though there had been no certificate of completion, in order to claim the protection of the Act.

As it was not in dispute that the various Notices to Quit were valid and effective in law to determine the contractual tenancies of the defendants, there is nothing left for me to do other than to make an order for a vacant possession against each and every one of the defendants save and except the defendant Lim Siew Bee who has raised different issues which are to proceed for separate trial pursuant to a consent order entered by me on 23 March 1984.

I am now prepared to hear arguments as to the consequential orders I should make.

Also found at [1985] 1 CLJ 299